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Attorneys for Debtor

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

In Re:	§	
	§	
Zoo-Koncepts, LLC,	§	Case No. 10-50552-rlj-11
	§	Chapter 11
<i>Debtor</i>	§	

**DEBTOR'S EMERGENCY MOTION TO BORROW FUNDS
FROM XCEL LEASE AND TREAT SUCH FUNDS AS AN ADMINISTRATIVE CLAIM
AND REQUEST FOR EMERGENCY HEARING**

TO THE HONORABLE ROBERT L. JONES, Bankruptcy Judge:

COMES NOW, Zoo-Koncepts, LLC, the Debtor in Possession in the above-entitled and numbered bankruptcy proceeding, and requests that this Court enter an Order pursuant to 11 U.S.C. Section 364(c) authorizing the Debtor to incur indebtedness for the purpose of funding payroll and continuing business operations of its restaurant location in Abilene, Texas for the next thirty (30) days, and in support thereof, state the following:

1. The Debtor filed for relief under Chapter 11 of the United States Bankruptcy Code on November 30, 2010.
2. This Court has authority to hear Debtor's application for post-petition financing pursuant to 28 U.S.C. Sections 157 and 1334 and allowing the borrowed funds as an administrative claim pursuant to 11 U.S.C. Section 503.
3. This matter is a core proceeding under 28 U.S.C. Section 157(b)(2)(d).
4. The Debtor is in receivership with Fernando Bustos of Lubbock, Texas serving as Receiver.

The Debtor operates a restaurant known as Zoo-kini's Restaurant in Abilene, Texas located at 3218 S. Clack Street, Abilene, Texas ("Abilene Restaurant").

5. It is the intention of the Debtor to sell the Abilene Restaurant within the next 30 to 45 days. The Debtor is without sufficient funds to meet payroll and to continue its day-to-day operations between now and the estimated sale closing period.

6. The Debtor is without a traditional borrowing source. However, it does have another related receivership entity, Xcel Lease, from which it could borrow \$25,000 to cash flow its Abilene restaurant until the sale closes.

7. Immediately prior to the filing of this bankruptcy proceeding, the Debtor has outstanding credit card receivables from sales generated from all of its restaurant locations in Lubbock, San Angelo, and Abilene. The Lubbock and San Angelo restaurant locations are closing operations as of the date of commencement of this case. Therefore, all of the outstanding credit card receivables can be used to repay the borrowed \$25,000. However, American Bank of Commerce, Lubbock, Texas holds a valid claim against the Debtor's receivables.

8. The Debtor anticipates selling the Abilene, Texas restaurant property for more than the balance owing to American Bank of Commerce. The current contract for sale calls for a purchase price of \$318,000. The outstanding balance owing to American Bank of Commerce is \$203,211.27.

9. The Debtor believes sufficient equity exists to cover the indebtedness owing to American Bank of Commerce solely from the sale of the Abilene restaurant location. The Debtor will repay Xcel Lease after the claims of American Bank of Commerce and any other claims with a security interest against the Debtor's accounts receivable have been fully satisfied.

10. Therefore, Debtor prays that the \$25,000.00 loan from Xcel Lease be treated as an administrative claim pursuant to the provisions 11 U.S.C. Section 503.

11. The Debtor believes that it would repay the \$25,000 to Xcel Lease by no later than 45 days, but not until it has fully paid the claims of American Bank of Commerce and any other claims with a security interest against the Debtor's accounts receivable.

12. This Motion is in the best interest of this bankruptcy estate. It is extremely important that the Abilene restaurant receive monies to operate for a short term in order to for the Abilene restaurant to purchase supplies and make payroll. This is an emergency situation. The Debtor requests that this Motion receive an emergency setting of no later than 2 days from the date of filing of this Motion.

WHEREFORE Debtor requests that this Court enter an Order authorizing Zoo-Koncepts, LLC to borrow \$25,000 from Xcel Lease to continue business operations as indicated above, requests that the loan be treated as an administrative claim pursuant to 11 U.S.C. Section 503, subject to parties in interest receiving twenty-four days notice to object to such treatment, further requests an emergency setting to consider its request, and for further relief at law or in equity to which it may be justly entitled.

Date: November 30, 2010

Respectfully submitted,

TARBOX LAW, P.C.
2301 Broadway
Lubbock, Texas 79401
(806) 686-4448; Fax (806) 368-9785

By: /s/ Max R. Tarbox
Max R. Tarbox
SBN: 19639950
Attorneys For Debtor

CERTIFICATE OF CONFERENCE

I, Max R. Tarbox, do hereby certify that on the 29th day of November, 2010, I did confer with Jim Hund, attorney for American Bank of Commerce, Lubbock, Texas, concerning this Motion to Borrow and treat such funds as an administrative claim. Mr. Hund has indicated that he does not oppose the Motion.

/s/ Max R. Tarbox
Max R. Tarbox

CERTIFICATE OF SERVICE

I, Max R. Tarbox, do hereby certify that a true and correct copy of the foregoing Motion was served by either court enabled electronic service or regular first class U. S. mail upon the following listed parties on this 30th day of November, 2010:

1. U.S. Trustee's Office
Room 976, 1100 Commerce Street
Dallas, Texas 75242
2. Fernando Bustos, Receiver *Via Hand Delivery*
1001 Main Street, Suite 501
Lubbock, Texas 79401
3. Jim Hund *Via Hand Delivery*
Hund, Krier, Wilkerson & Wright, P.C.
4021 84th Street
Lubbock, Texas 79453
Attorney for American Bank of Commerce
4. All parties in interest registered with the
U. S. Bankruptcy Court to receive electronic
notices in this case.
5. All creditors and parties in interest listed
on the attached mailing matrix.

/s/ Max R. Tarbox
Max R. Tarbox